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Spartanburg, SC

February 8, 2011

VIA ELECTRONIC FILING

The Honorable Jocelyn Boyd
Chief Clerk and Administrator
The Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

***Re: Docket No. 2011-51-W
Petition of Clarendon County Regarding the Acquisition of Eagle Point Water
System
Return To Petition***

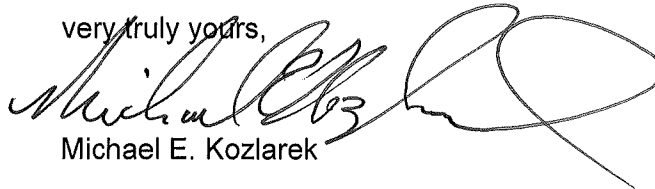
Dear Ms. Boyd:

Concerning the referenced docket, enclosed for filing please find Clarendon County's Return to Petition, Cover Sheet, and Certificate of Service.

By copy of this letter, we are serving copies of the same on all parties of record.

With warmest regards, I remain

very truly yours,



Michael E. Kozlarek

MEK/ccq

Enclosures: stated

cc: Richard L. Whitt, Esquire (via hand delivery)
Jeffrey M. Nelson, Esquire (via hand delivery)
David W. Epperson, Esquire (via email)

PPAB 1779556v1

STATE OF SOUTH CAROLINA

(Caption of Case)

Petition of Clarendon County
Regarding the Acquisition of
Eagle Point Water System

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2011 - 51 - W

(Please type or print)

Submitted by: Michael E. Kozlarek

SC Bar Number: 69330

Address: 1201 Main Street, Suite 1450

Telephone: 803.253.8924

Columbia, South Carolina 29201

Fax: 803.255.8017

Other:

Email: michaelkozlarek@parkerpoe.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input checked="" type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

Print Form

Reset Form

BEFORE
THE PUBLIC SERVICE COMMISSION
OF
SOUTH CAROLINA

DOCKET NO. 2011-51-W

In Re:)	
)	
Petition of Clarendon County Regarding)	RETURN TO WRIGLEY &
the Acquisition of Eagle Point Water System)	ASSOCIATES, INC.'S PETITION
<hr/>)	TO INTERVENE

Petitioner Clarendon County, South Carolina ("Clarendon"), submits the following Return to Wrigley & Associates, Inc.'s ("Wrigley") Petition to Intervene, filed February 4, 2011 ("PTI"). In support of this Return, Clarendon respectfully shows to the Commission:

BACKGROUND

1. Wrigley and the South Carolina Department of Health and Environmental Control ("DHEC") entered into an "Agreement" effective May 1, 2006, a copy of which is attached to this Return as Exhibit A [page numbers added].

2. Clarendon is not a party to the Agreement.

3. The Agreement's third "Whereas" recites Wrigley's agreement "to operate the Facility [as defined in the Agreement]." Exhibit A, p. 1 (emphasis added).

4. The Agreement's ¶ 1 states Wrigley is "responsible for the operation and maintenance of . . . the Facility." Exhibit A, p. 1 ¶ 1 (emphasis added).

5. The Agreement's ¶ 1(a) provides that the Public Water System Permit for operating the Facility is not transferred to Wrigley, but rather remains with Eagle Point Water Company, Inc. Exhibit A, p. 1 ¶ 1(a).

6. The Agreement did not purport to transfer the Facility's ownership to Wrigley. Cf. Exhibit A, p. 2 ¶ 3 (providing that Wrigley might "subsequently" acquire the Facility (emphasis added)).

7. The Agreement charged Wrigley merely to operate, rather than own, the Facility, *see, e.g.*, Exhibit A, pp. 1-2 ¶ 1(a), (b), (c) & (d); essentially, Wrigley agreed to serve as the Facility's manager.

8. Based on information and belief, the Facility's ownership was never transferred to Wrigley. *See, e.g.,* PTI, p. 1 ¶ 1 (alleging that Wrigley is receiver, not owner, of the Facility).

9. On January 18, 2011, Clarendon acquired the Facility from the Facility's record owner. *See, e.g.,* Exhibit B (Clarendon County, South Carolina – Real Property Records: Quit Claim Deed) and Exhibit C (Clarendon County, South Carolina – Real Property Records: Quit Claim Bill of Sale).

10. The Agreement automatically terminates if Wrigley "or another party acquires the Facility and becomes permanent owner and operator of the Facility." Exhibit A, p. 2 ¶ 6(b).

11. Clarendon has acquired the Facility and become the Facility's permanent owner, by Clarendon's Petition of February 1, 2011, Clarendon is seeking to become the Facility's operator.

12. For any managerial services performed during the Agreement's term, the Agreement (to which Clarendon is not a party) provides that Wrigley is entitled to a monthly fee, "subject to the availability of funds from the collection of services fees, and after payment of all necessary operation and maintenance costs." Exhibit A, p. 2 ¶ 2.

13. By consent Court Order, entered January 9, 2007, the Court of Common Pleas for the Third Judicial Circuit ordered that the Court's Order of May 2, 2006, (approving and adopting the Agreement) remain in full force and effect. Exhibit D, p. 2.

OBJECTION TO WRIGLEY'S INTERVENING

14. Wrigley's sole motivation for intervening is monetary. PTI, p. 1 ¶ 3.

15. Even assuming Wrigley is entitled to compensation under the Agreement or some other theory (which Wrigley vaguely describes as "other economic interests," PTI, p. 1 ¶ 3), nothing in the Agreement: (a) required any entity to give notice to Wrigley prior to the Facility's acquisition; or (b) permits Wrigley to object to any third party: (i) acquiring the Facility from the Facility's record owner, or (ii) seeking to have the managerial services transferred.

16. Further, under whatever theory, Wrigley's demand for payment would be a matter for determination by the Circuit Court—the same Court that approved the Agreement.

17. By Wrigley's various references to Wrigley's "[Circuit] Court-appointed" status, Wrigley implicitly recognizes that Wrigley's demand for payment is an inappropriate "claim" in this forum.

18. Wrigley's Petition to Intervene appears to be nothing more than an attempt to forestall operation of the Agreement (and Circuit Court mandates), to which DHEC and Wrigley, but not Clarendon, are parties, and hold the Facility hostage despite Clarendon's having acquired the Facility from the record owner.

CONCLUSION

WHEREFORE, having responded to Wrigley's Petition to Intervene, Petitioner Clarendon County, South Carolina, respectfully requests the Commission deny Wrigley's Petition to Intervene and move forward with approval of the transfer of the Facility's operations to Clarendon.

[SIGNATURE PAGE FOLLOWS]

Respectfully submitted,

/s/ Michael E. Kozlarek

Michael E. Kozlarek

Ray E. Jones

Parker Poe Adams & Bernstein LLP

1201 Main Street, Suite 1450 (29201)

Post Office Box 1509

Columbia, South Carolina 29202

Telephone: 803.255.8000

Facsimile: 803.255.8017

Counsel for Petitioner

Clarendon County, South Carolina

February 8, 2011
Columbia, South Carolina

Exhibit A

STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)

AGREEMENT

WHEREAS, the parties to this Agreement are **Wrigley & Associates, Inc.** ("Wrigley"), and the **South Carolina Department of Health and Environmental Control** ("SCDHEC").

WHEREAS, the public water system ("Facility") which serves homes in the Eagle Point Subdivision in Clarendon County, South Carolina, is authorized by SCDHEC, through Public Water System Permit No. 1450003, to provide water service to the residents of said subdivision in accordance with the requirements of the South Carolina Safe Drinking Water Act.

WHEREAS, Wrigley has agreed to operate the Facility in order to assist and help the citizens who rely on the proper operation of the Facility and is entering into this Agreement as a service to the community.

WHEREAS, it is recognized that Wrigley receivership will not become effective until a circuit court judge authorizes Wrigley to serve as a receiver. Both parties to this Agreement further recognize that SCDHEC will seek an order from the circuit court which gives Wrigley the authority to enter onto the Facility premises at all times, to do any and all things needful to operate and maintain the Facility, to collect reasonable monthly rates for water service from the Facility's customers, and to terminate service for customers who do not timely pay water bills.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual benefits to be derived by each party, they do hereby promise, covenant and agree as follows:

1. Wrigley hereby agrees to be responsible for the operation and maintenance of the existing equipment connected with the Facility. SCDHEC agrees that so long as Wrigley makes a good-faith effort to operate the Facility, it shall not be liable for violations or enforcement actions related to the public water system during the term of this Agreement, provided, however, that nothing herein shall be construed to bar SCDHEC from bringing appropriate actions in the event of intentional or gross negligence. Wrigley will operate and maintain the Facility to the best of its ability in accordance with the existing SCDHEC permit:

(a) PWS Permit # 1450003 will remain in the name of Eagle Point Water Company, Inc. for the time being, and will remain in effect.

(b) Wrigley will provide a certified operator in accordance with regulatory requirements.

(c) Wrigley will be responsible for provision of all chemicals and maintenance in accordance with regulatory requirements.

(d) Wrigley will collect rates due from each residential customer in accordance with the following rate schedule:

- (i) \$18.00 per month for residential service;
- (ii) Additional \$10.00 per month for yard irrigation; and
- (iii) \$250 tap fee for each residential equivalent unit.

2. Wrigley will be entitled to a fee equal to five hundred dollars (\$500.00) per calendar month or portion thereof during the term of this Agreement, subject to the availability of funds from the collection of service fees, and after payment of all necessary operation and maintenance costs.

3. Nothing in this Agreement shall be construed so as to restrict Wrigley or any one of its affiliates or subsidiaries from subsequently acquiring the Facility.


4. Wrigley will not be required to upgrade the Facility, but will use its best efforts to maintain the public water system in its current condition, and, subject to the availability of adequate funds, replace elements of the Facility where necessary and practicable to keep the Facility operating as it exists on the effective date of this Agreement.

5. Wrigley will be required to maintain property insurance on the Facility, including coverage for all structures, improvements, fixtures, and appurtenances related to the public water system.

6. This Agreement shall continue in effect for a period of one (1) year and shall automatically renew for one year periods until or unless: (a) either party terminates this Agreement upon seven (7) days written notice or (b) the Receiver or another party acquires the subject Facility and becomes permanent owner and operator of the Facility.

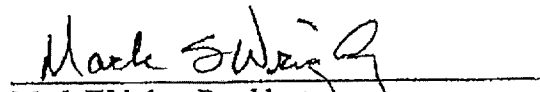
7. The undersigned hereby represent that he or she has authority to enter into this Agreement and does so voluntarily on the date given below.

For the Department of Health and Environmental Control


C. Earl Hunter,
Commissioner

DATE: May 1, 2006

Wrigley & Associates, Inc.


Mark Wrigley, President

DATE: May 1, 2006

Exhibit B

INSTRUMENT #:2011000143758 DEED BK:787
PG:60 DOCTYPE:QUIT CLAIM/DE 01/24/2011
at 10:30 AM, 1 OF 4 NANCY CLARK
CLARENDON COUNTY, SC REGISTER OF
DEEDS

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON) **QUIT CLAIM DEED**
 (title not examined)

WHEREAS, Joe P. Moore, at the time of his death, March 23, 2006 was the sole surviving shareholder of Eagle Point, Inc.; and

WHEREAS, The only assets of Eagle Point, Inc. at the time of Joe P. Moore's death were the two parcels of real estate within conveyed; and

WHEREAS, Eagle Point, Inc. is now an inactive Corporation; and

WHEREAS, Lewis S. Horton is the duly appointed Personal Representative of the Estate of Joe P. Moore;

KNOW ALL MEN BY THESE PRESENTS, THAT **EAGLE POINT, INC.** ("Grantor"), in the State aforesaid, for and in consideration of the sum of Twenty Thousand Dollars and No/100 (\$20,000.00) Dollars, to the GRANTOR in hand paid at and before the sealing and delivery of these presents by **CLARENDON COUNTY**, a Body Politic (the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, and by these Presents does remise, release and forever quit-claim unto the said, **CLARENDON COUNTY**, a Body Politic, its successors and assigns, forever, all and singular, all of its right, title and interest in the following described real estate, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO)

Together with, all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **CLARENDON COUNTY**, a Body Politic, its successors and assigns, forever - so that **EAGLE**

Patricia Pringle

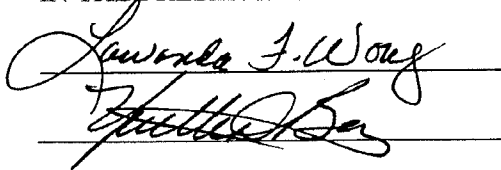
MAP NO. SUB. BLK. PARCEL POINT #
197-12-05-013-00

MAP NO. SUB. BLK. PARCEL POINT #
197-12-03-007-00

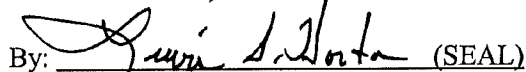
POINT, INC., the said Grantor, nor its successors or assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof, forever.

WITNESS my hand and seal this 18th day of January, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



EAGLE POINT, INC.

By:  (SEAL)


LEWIS S. HORTON

Personal Representative of the Estate of
Joe P. Moore, sole Shareholder of Eagle
Point, Inc.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE foregoing instrument was acknowledged before me by EAGLE POINT, INC. BY LEWIS S. HORTON, PERSONAL REPRESENTATIVE OF THE ESTATE OF JOE P. MOORE, SOLE SHAREHOLDER OF EAGLE POINT, INC., this 18th day of January, 2011.



Notary Public for South Carolina
My Commission Expires: 3-19-13

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

AFFIDAVIT

PERSONALLY appeared me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by **EAGLE POINT, INC. TO CLARENDON COUNTY** a Body Politic on 18th day of January, 2011.
3. Check one of the following: The DEED is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) x EXEMPT from the deed recording fee because (exemption # 2) Deed transferring to Clarendon County, a political subdivision of the State of South Carolina.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposed which is \$ _____.
5. Check YES or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of the lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$ _____ the amount listed in item 4 above
 - (b) \$ _____ the amount listed in item 5 above (no amount put 0)
 - (c) \$ _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Grantor.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 18th
 day of January, 2011.

[Signature]
 Notary Public for S. C.
 My Commission expires: 3-19-13

[Signature]
 Grantor (Lewis S. Horton, Personal Representative
 of the Estate of Joe P. Moore, sole
 shareholder of Grantor)

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL #1

All that certain piece, parcel or lot of land, together with any improvements situate thereon, including any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on said real estate; and, all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System, situate on or connected to said parcel, lying, being and situate near the waters of Lake Marion in the County of Clarendon, State of South Carolina, designated as Lot #73 on that certain plat made by Lloyd Moore, Jr., RLS, dated 16 November 1973, recorded in the Office of the Clerk of Court for Clarendon County in Plat Book 14 at Page 92.

DERIVATION: The above described real estate was conveyed to Eagle Point, Inc. by Deed of Joe P. Moore, M.L. Sauls, III, and Marianne Moore, dated July 10, 1975, which is recorded in Book _____, at Page _____, Clarendon County Clerk of Court's Office.

TMS No: 197-12-05-013-00

PARCEL #2

All that certain piece, parcel or lot of land, known as the "Well Site" together with any improvements situate thereon, including any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on said real estate; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System, situate on or connected to said parcel, lying, being and situate in School District 2 of Clarendon County, South Carolina, being more particularly shown as Lot #87 on that certain plat of Eagle Point Subdivision made by Lloyd S. Moore, Jr., RLS, dated 16 November 1973, and revised February 15, 1974, recorded in the Office of the Clerk of Court for Clarendon County in Plat Book 14 at Page 116.

DERIVATION: The above described real estate was conveyed to Eagle Point, Inc. by Deed of Thomas E. Harris, dated August 12, 2004, which is recorded in Book A0543 at Page 001027, Clarendon County Clerk of Court's Office.

TMS No: 190-12-03-007-00

PARCEL #3

Any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on the above parcels, or connected to said parcels; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System.

TMS# NA

GRANTEE'S ADDRESS: PO Box 486
Manning, SC 29102

Exhibit C

INSTRUMENT #:2011000143759 DEED BK:787
PG:64 DOCTYPE:BOS/DE 01/24/2011 at 10:35
AM, 1 OF 1 NANCY CLARK CLARENDON
COUNTY, SC REGISTER OF DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

QUIT CLAIM BILL OF SALE

WHEREAS, Eagle Point, Inc. owned two parcels of Real Estate in Clarendon County, same being Lot #73 (TMS#197-12-05-013-00) and Lot #87 (TMS#190-12-03-006-00), which are simultaneously herewith being conveyed to Clarendon County, a Body Politic by Quit Claim Deed, by and through Lewis S. Horton, Personal Representative of the Estate of Joe P. Moore who was at the time of his death, March 23, 2006, the sole shareholder of Eagle Point, Inc., now a defunct corporation ; and

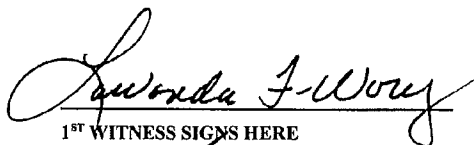
WHEREAS, the Grantee has requested the Grantor to execute this instrument to assign any right, title or interest Grantor may have, and none is represented in the following: any personal property and/or improvements situate on said real estate; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System, to the Grantee;

NOW, THEREFORE, for and in consideration of the foregoing, and the sum of (\$3.00)Three dollars and no/100, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby grant, bargain, sell, release and transfer any right, title or interest Grantor may have, and none is represented, in the following: any personal property and/or improvements situate on said real estate; and all easements, rights-of-way, pipes, valves, wells, storage tanks, fixtures and equipment constituting the Eagle Point Water System situate on, or connected to the above described parcels of real estate to Clarendon County, a Body Politic.

WITNESS the hand and seal of the undersigned to this Quit Claim Bill of Sale this 18th day of January, 2011.

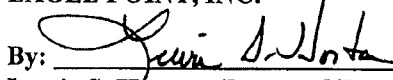
WITNESSES:

SELLER:


1ST WITNESS SIGNS HERE


NOTARY SIGNS HERE AS 2ND WITNESS


EAGLE POINT, INC.

By:  (L.S.)
Lewis S. Horton, Personal Representative
of The Estate of Joe P. Moore

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 18th day of January, 2011 by Eagle Point, Inc. by Lewis S. Horton, Personal Representative of the Estate of Joe P. Moore.

 (NOTARY SIGNS HERE)
Notary Public for South Carolina
My Commission Expires: 3-19-13 (EXPIRATION DATE HERE)

MAP NO. SUB BLK PARCEL POINT #
197-12-05-013-W

MAP NO. SUB BLK PARCEL POINT #
197-12-03-007-00

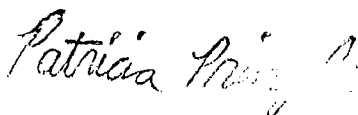


Exhibit D

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

Civil Case No.: 2006-CP-14-203

South Carolina Department of Health and
Environmental Control,

Plaintiff,

vs.

Eagle Point Water Company, Inc.,

Defendant.

Consent Order of Dismissal

CERTIFIED TRUE COPY
OF ORIGINAL FILED IN THIS OFFICE
DATE 11/9/07

Beverly B. Roberts
CLERK OF COURT
CLARENDON COUNTY, SC

Plaintiff Department of Health and Environmental Control (Department or DHEC) filed a Complaint and Motion for Temporary Injunction on April 28, 2006, seeking appointment of a temporary receiver for the public water system at Eagle Point Subdivision, which is owned by and is the sole asset of Defendant Eagle Point Water Company, Inc. (Eagle Point). On May 1, 2006, the Department entered into an agreement with Wrigley & Associates, Inc. appointing Wrigley & Associates, Inc. (Wrigley) as temporary receiver of the public water system, subject to this Court's approval.

On May 2, 2006, a hearing was held on the Department's Motion for Temporary Injunction. Julie F. McIntyre, Esq., appeared for the Department and Louis H. Lang, Esq., appeared for Eagle Point. The Honorable Thomas W. Cooper, Jr. signed an order on that date finding that there was a significant and imminent public health threat to the residents of Eagle Point Subdivision created by Eagle Point's lack of operations and maintenance for the system and that there was good cause to appoint a temporary receiver for the system and appointed Wrigley as temporary receiver in accordance with the

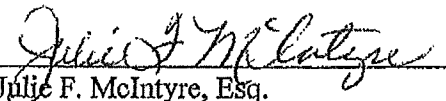
B/#1

agreement between DHEC and Wrigley. The Court further required Eagle Point to turn over customer information to Wrigley, with which Defendant complied.

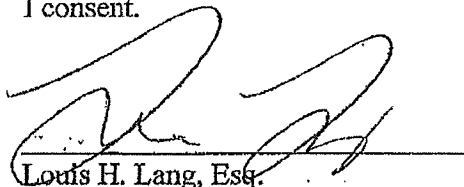
Therefore, because the Department is not seeking further relief under the Complaint and Motion for Temporary Injunction, the parties have consented to the dismissal of this case. The parties agree that Judge Cooper's May 2, 2006, order remains in full force and effect unless and until (1) Wrigley or the Department terminates the Temporary Receiver Agreement; (2) this Court discharges Wrigley as temporary receiver and appoints a new temporary receiver; or (3) the Defendant demonstrates to the satisfaction of the Court that the basis for temporary receivership no longer exists and the system should be returned to the Defendant. Until such time, the Department may extend the current agreement for temporary receivership of the system, as necessary. If the Department seeks the appointment of another temporary receiver of the system, this Court retains jurisdiction to approve such appointment, and Defendant consents to the appointment of any temporary receiver the Court approves.

THE PARTIES SO CONSENT:

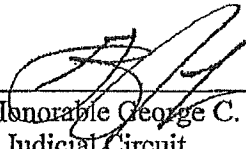
I consent.


Julie F. McIntyre, Esq.
Attorney for Plaintiff
South Carolina Department of
Health and Environmental Control
Office of General Counsel
2600 Bull Street
Columbia, SC 29201
(803) 898-3350 (voice)
(803) 898-3367 (fax)

I consent.


Louis H. Lang, Esq.
Attorney for Defendant
Callison Tighe & Robinson
1812 Lincoln Street
Suite 200
Columbia, SC 29202-1390
(803) 256-2371 (voice)
(803) 256-6431 (fax)

IT IS SO ORDERED.



The Honorable George C. James
Third Judicial Circuit
Clarendon County

CLERK OF COURT

CERTIFICATE OF SERVICE

The undersigned certifies that on February 8, 2011, the undersigned caused the foregoing Return to Wrigley & Associates, Inc.'s Petition to Intervene to be filed with The Public Service Commission of South Carolina and served on all parties of record by causing a copy of the same to be delivered as follows:

Via Hand Delivery

Jeffrey M. Nelson, Esquire
South Carolina Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201

Via Hand Delivery

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